

Doc ID: 01185350005 Type: GEN  
Recorded: 05/03/2002 at 08:23:33 /  
Fee Amt: \$0.00 Page 1 of 5  
Revenue Tax: \$0.00  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2002-00108650

28E AGREEMENT - POLK COUNTY

BK 9127 PG 426-430

## CENTRAL IOWA EMPLOYMENT AND TRAINING CONSORTIUM

This Agreement is entered into as of the 30 day of APRIL, 2002 the County of Polk, Iowa (hereinafter called "Member") and the other Members named herein for the purpose of complying with, and continuing implementation of, the requirements of the Workforce Investment Act (hereinafter "WIA"), Public Law 105-220, August 7, 1998, and the Regulations promulgated thereunder, in addition to those other education employment and training programs operated by the Central Iowa Employment and Training Consortium.

## WITNESSETH:

WHEREAS, the City of Des Moines and the Counties of Boone, Dallas, Jasper, Madison, Marion, Story, Polk and Warren, Iowa have heretofore entered into the Central Iowa Employment and Training Consortium Agreement under the Comprehensive Employment and Training act of 1978, as amended in October, 1980 and have entered into such agreement in April, 1983 following the passage of the JTPA; and

WHEREAS, the WIA was passed by Congress for the purpose of replacing the Job Training Partnership Act and the WIA, as administered through the Governor of the State of Iowa, directs certain acts of compliance within certain time limits by those desirous of job training programs created in the WIA in order to qualify locally for such programs; and

WHEREAS, the Members to this Agreement have been a Consortium of contiguous units of general local government with an aggregate population of 500,000 or more which serves a substantial part of the labor market area and were certified by the Governor of the State of Iowa as a Service Delivery Area on March 28, 1983; and

WHEREAS, in order to make efficient use of their governmental powers, to comply with and accept the responsibilities under the WIA for the purposes set forth in WIA, the Member governments desire to enter into this Agreement.

NOW, THEREFORE, IT IS AGREED THAT THE PARTIES SIGNATORY HERETO DO HEREBY ADOPT THIS CENTRAL IOWA EMPLOYMENT AND TRAINING CONSORTIUM AGREEMENT AND AGREE AS FOLLOWS:

1. AUTHORITY AND PURPOSES. This Consortium Agreement is entered into pursuant to the provisions of Iowa Code Chapter 28E (2001) and the Workforce Investment Act, Public Law 105-220, August 7, 1998, for the purpose of complying with the WIA so as to qualify this Consortium as a grant recipient, administrative entity and service provider; and to do all of the things under the WIA which will enhance the educational, employment and training programs created thereunder and by other State and Federal laws.

RETURN TO:

AFTER RECORDING RETURN  
TO BECKY DEWEY,  
AUDITOR'S OFFICE

2. MEMBERS. The following units of general government are the Members of the Consortium: The City of Des Moines, and the Counties of Boone, Dallas, Jasper, Madison, Marion, Story, Polk and Warren.

3. AREA. The geographical area served by the Consortium is the territorial area comprised within the Counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story, Warren, and the City of Des Moines, which is known as Workforce Investment Region Eleven (XI).

4. CONSORTIUM BOARD - EXECUTIVE BOARD - PROPERTY. Subject to the agreement negotiated between this Consortium's designees and the Local Workforce Investment Board (WIB), and the rules and regulations promulgated from time to time by either the Federal government or State of Iowa, this Consortium is established to qualify under the WIA and accept the responsibility of acting as any or all of the following:

- a. A grant recipient;
- b. The entity to administer the local training plan; and
- c. The provider of services under the local training plan.

Unless prohibited by any Law or Regulation, the Consortium may also operate, upon approval of the Consortium, education, employment or training programs sponsored under State or Federal law in addition to any responsibilities accepted as a grant recipient, administrative entity or service provider under WIA.

This Consortium hereby appoints its Executive Board as that arm of the Consortium responsible for administering any of the joint and cooperative undertakings, as the Consortium directs, which the agreement between this Consortium's designees and the Workforce Investment Board may specify concerning the WIA and other education, employment and training programs authorized by the Consortium.

The Consortium may acquire and dispose of personal or real property by vote in accordance with its Bylaws. Any property acquired shall be in the name of the Consortium.

5. CONSORTIUM BOARD - VOTING - BYLAWS. The Member governments shall exercise the powers of the Consortium through a Board of Directors comprised of the representative or designated alternate of each representative appointed by the Mayor or Chairperson with the approval of the Council or Board of Supervisors of each Member government which are parties to this Agreement. The City of Des Moines shall be entitled to three (3) representatives. Polk County shall be entitled to four (4) representatives and each other county shall be entitled to one (1) representative per county, each of whom, or in such representative's absence, the respective designated alternate, shall be entitled to that respective vote(s). The Board of Directors may adopt Bylaws for the regulation and management of its affairs not inconsistent with law or this Agreement.

6. FINANCE AND BUDGETING. The financing for the undertaking created by this Agreement shall be subject to the Agreement and local training plan negotiated between

this Consortium's designees and the Workforce Investment Board respecting the selection of a grant recipient, administrative entity, and service provider under the WIA. The Consortium budgeting shall be dependent upon the availability of funds allocated under each particular education, employment and training program authorized by the Consortium and budgeting with respect to such allocated funds shall occur, from time to time, as either the Federal government or Governor identifies fund availability.

7. DURATION - FUNDS - TERMINATION

(a)(1). This Agreement will be effective when a simple majority of the Members to this Agreement, each Member government for this purpose having one (1) vote, have had their respective Boards or Council execute that Resolution authorizing membership in this Consortium for the purposes of this Agreement.

(a)(2). Any existing Member whose respective Board or Council decides to discontinue membership in this Consortium shall notify the Consortium and every other Member of the Consortium not later than 60 days before the end of any fiscal year (June 30) that such Member's governing body will not authorize membership for the next ensuing fiscal year beginning July 1. Such member's membership in the Consortium shall then terminate at the end of that fiscal/program year in which such notice has been given. The remaining Member governments shall then call a special meeting and take whatever action is appropriate to continue the Consortium, reorganize the Consortium, or discontinue the Consortium.

b. The Central Iowa Employment and Training Consortium is a separate legal entity.

c. This joint cooperative undertaking is to be financed by Federal funds allocated under the Workforce Investment Act, Public Law 105-220, August 7, 1998, and such other Federal and State education, employment and training programs which the Consortium from time to time authorizes.

d. No complete termination of this Agreement shall occur unless a majority of the Member governments to this Agreement, determined by vote, each Member government for this purpose having one (1) vote, terminates or discontinues this Agreement as provided in this subsection. Any termination or discontinuation of this Agreement by less than a majority of the members to this Agreement shall be a partial termination.

In the event of a partial termination, there shall be no distribution of property in whole or in part to the withdrawing or terminating Member. In the event of a complete termination, the Consortium property shall remain in the possession of the remaining Members subject to the claims of any creditors following wind-up and close-out of any programs operated hereunder; then, the balance of the property shall be sold with the proceeds distributed to all Members in proportion to their percentage of vote in the Consortium, as determined under Paragraph 8.

8. RESPONSIBILITY FOR OPERATION OF PROGRAMS. By approval of this Agreement and the consummation between this Consortium and the Workforce Investment

Board of an agreement selecting the grant recipient, the administrative entity, and service provider, each Member government appointing representatives to the Consortium shall jointly and separately accept the responsibility and liability for the operation of WIA programs to the extent of the responsibilities assigned or agreed upon between the Consortium and the Workforce Investment Board; and, consistent with and in proportion to the terms of voting representation established in paragraph number 5, except that the counties of Boone, Dallas, Jasper, Madison, Marion, Story, and Warren shall divide liability in the proportion to the population of each of such counties bears to the total population of such seven (7) counties; and, consistent with Federal, State and local laws. The responsibility and liability for any other Federal or State education, employment or training program authorized by the Consortium shall be determined in the same manner.

9. LIMITATION ON THE POWERS DELEGATED UNDER THIS AGREEMENT By authorizing and executing this Agreement the Member units of local government expressly intend and agree that the Consortium created hereby secures and retains the power of "final approval" over the Plan of any program authorized by the Consortium, the power of "final approval" over the selection of any service provider under any such program, the power of "final approval" over any contract with any service provider in any such program, and the power of "final approval" over any purchases made with monies received pursuant to the Grant Agreement of any program. For purposes of this Agreement, "final approval" is defined to mean the "absolute and unconditional right to make the final decision, unencumbered and unfettered by prior recommendations of any kind, provided only that the decision is made in accordance with the particular program's law and the regularly-enacted regulations promulgated pursuant thereto and consistent therewith."

The powers delegated to the Consortium by the Agreement are expressly limited by this paragraph number 9. Any agreement or understanding of any kind whatsoever entered into by the Consortium or by any of its representatives in violation of this limitation will exceed the powers delegated to the Consortium, and will be, ab initio, null, void, and of no force whatsoever. Further, if, by any means whatsoever, including the passage of regulations by any agency of the State, any of the powers of "final approval" reserved to the Consortium are diminished in any way or in any degree, this Agreement will terminate instantly, and the Member governments will instantly cease to be bound by any actual or alleged liability for the programs within this service delivery region which the Consortium has authorized.

This paragraph number 9 is an integral and essential part of each Member government's Agreement to enter into the Consortium, and, in the event that any other paragraph of this Agreement is or is thought to be inconsistent herewith, this paragraph shall prevail;

Provided, however, that this paragraph number 9 shall not be construed to prohibit an agreement between the Consortium and Local Workforce Investment Board, as partners under the WIA, diminishing or delegating under such agreement the Consortium's rights of "final approval" when, in compliance with the rules and regulations promulgated by the Federal government or the Iowa Department of Workforce Development, the Workforce Investment Board obtains either insurance or assets found to be acceptable to both the Consortium and Iowa Department of Workforce Development to cover any audit liability for any grant

agreement. In that event, the degree and percentage to which the "final approval" of the Consortium may be delegated shall equal the degree to which either insurance or assets obtained by the Workforce Investment Board bear to the total amount of any grant agreement so affected.

10. AMENDMENTS. The terms and provisions of this Agreement may be amended by a majority vote of the Board of Directors at any regular or special meeting and approved by Resolution by the governing bodies of all the Member governments, subject to the law.

11. LOCAL WORKFORCE INVESTMENT BOARD APPOINTMENTS UNDER WIA. All Members of this Agreement shall appoint to the Local Workforce Investment Board those persons nominated or recommended by a plurality vote after consideration of such person's qualifications and the recommendations received.

12. CHIEF ELECTED OFFICER DESIGNATIONS UNDER WIA. The Members of this Agreement hereby designate the Executive Board as representing the Consortium in negotiations with the Local Workforce Investment Board regarding the determination of procedures for development of the local training plan, the selection of a grant recipient, the administrative entity, and service providers. Such designees shall, upon agreement with the Workforce Investment Board, approve the Agreement and jointly with the Workforce Investment Board submit the WIA Plan to the Governor.

We the undersigned, as the chief elected official of our respective jurisdiction upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into this Consortium Agreement with each other and the Central Iowa Employment and Training Consortium.

By: \_\_\_\_\_

*John B. Buehler*  
Board of Supervisors Chair

Date: \_\_\_\_\_

*4/30/02*

Attest: \_\_\_\_\_

*Becky Seway*  
Clerk/Secretary